



BOARD OF SUPERVISORS

Gloria Molina
First District

Yvonne Brathwaite Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

May 20, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**THREE STANDARD STATE AGREEMENTS WITH THE STATE
OF CALIFORNIA DEPARTMENT OF YOUTH AUTHORITY**
(1st District) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Health Services, or his designee, to sign the attached Standard State Agreement for Fiscal Year (FY) 2003-2004 with the State of California Department of Youth Authority (CYA) Fred C. Nelles School Youth Correctional Facility (FCNSYCF), Exhibit I, for the provision of inpatient/emergency hospital services and outpatient clinic visits at LAC+USC Medical Center (MC) to youth assigned to this facility, for an amount payable by the State of \$124,807.82, not to exceed \$125,000, fully reimbursable by the State.
2. Approve and authorize the Director of Health Services, or his designee, to sign the attached Standard State Agreement for FY 2003-2004 with the CYA Heman G. Stark Youth Correctional Facility (HGSYCF), Exhibit II, for the provision of inpatient/emergency hospital services and outpatient clinic visits at LAC+USC MC to youth assigned to this facility, for an amount payable by the State of \$49,491.91, not to exceed \$50,000, fully reimbursable by the State.
3. Approve and authorize the Director of Health Services, or his designee, to sign the attached Standard State Agreements for FY 2003-2004 with the CYA Southern Youth Correctional Reception Center and Clinic (SYCRCC), Exhibit III, for the provision of inpatient/emergency hospital services and outpatient clinic visits at LAC+USC MC to youth assigned to this facility, for an amount payable by the State of \$136,553.50, fully reimbursable by the State.
4. Approve and authorize the Director of Health Services, or his designee to accept and sign any prior fiscal years' amendments and any forthcoming FY 2003-04 amendments to the above-referenced Standard Agreements that revise the grant award, subject to review and approval by County Counsel and written notification of the Board offices.
5. Delegate authority to the Director of Health Services, or his designee, to accept and sign any future fiscal years Standard State Agreements and amendments, which revise the grant award, with CYA's FCNSYCF, HGSYCF, and SYCRCC for the continued provision of inpatient/emergency hospital

services and outpatient clinic visits at LAC+USC MC to youth assigned to any of the three above-mentioned facilities at an amount estimated by CYA, and agreed to by LAC+USC MC, subject to review and approval by County Counsel and written notification of the Board offices.

6. Delegate authority to the Director of Health Services, or his designee, upon review and approval of County Counsel and Chief Administrative Office to negotiate and execute amendments with CYA to revise the rates, including previous and current rates, for the provision of inpatient/emergency hospital services, outpatient clinic visits, and Sheriff's custodial charges at LAC+USC MC to youth assigned to any of the three above-mentioned facilities.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The agreements allow the Department to receive new funding for the provision of inpatient/emergency hospital services and outpatient clinic visits to youth assigned to the above-mentioned CYA facilities. The amendments will allow the Department of Health Services (DHS) to be reimbursed for a larger than anticipated number of inpatient/emergency hospital services and outpatient clinic visits provided to youth assigned to the above-mentioned CYA facilities. The acceptance of future agreements by delegated authority with CYA facilities will reduce the need for future Board actions.

FISCAL IMPACT/FINANCING:

The Board's approval of the recommended agreements/amendments will not result in any cost to the County. The total maximum County obligation under the FY 2003-04 is estimated not to exceed \$311,553.50, 100% reimbursable by the State. Funding is included in the FY 2003-04 Board Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On July 23, 1993, the Board approved the first Standard Agreements with CYA for the County's provision of inpatient/emergency hospital services and outpatient clinic visits to wards of the court transported by CYA HGSYCF facility.

On subsequent occasions, the Board has approved similar agreements with CYA for the provision of services to patients transported by CYA from FCNSYCF, GHSYCF, and SYCRCC. The most recent agreement was adopted by the Board on March 18, 2003, for the period July 1, 2002 through June 30, 2003. Services covered under the State Standard Agreements include laboratory tests, radiological procedures, physical therapy, occupational therapy, medication needed during hospitalization and maintenance of medical records. Security is provided by the Sheriff's Department while patients are hospitalized at LAC+USC MC's Jail Ward. These agreements will allow the County to receive reimbursement for medical services provided to CYA wards during FY 2003-04.

County Counsel has reviewed and approved the above-mentioned agreements as to use and form. Attachment A and B provide additional information.

IMPACT ON CURRENT PROGRAM SERVICES (OR PROJECTS):

Approval of the recommended actions will ensure that services will continue uninterrupted through the term of each agreement.

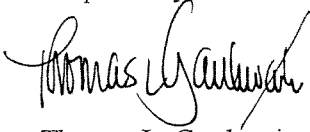
The Honorable Board of Supervisors
May 20, 2004
Page 3

CONTRACTING PROCESS:

Not applicable.

When approved, this Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite". The signature is fluid and cursive, with the first name "Thomas" being more prominent.

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:jr

Attachments (5)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

BLETC2365.JR.wpd

SUMMARY OF AGREEMENT1. TYPE OF SERVICE:

Emergency, inpatient and outpatient services, and custodial care.

2. AGENCY ADDRESSES AND CONTACT PERSONS:

- | | |
|---|--|
| <p>a. Sheriff's Department
Central Men's Jail
450 Bauchet Street, Room E-801
Los Angeles, California 90012
Attention: Chief John L. Scott
Telephone: (213) 893-5001
Facsimile: (213) 473-6058
Electronic mail: jlscott@lasd.org</p> | <p>b. Herman G. Stark Youth Correctional Facility
15180 S. Euclid Avenue
Chino, California 91710-9148
Attention: Patricia McCuen
Business Services Officer
Telephone: (909) 606-5041
Facsimile: (909) 606-5044
Electronic mail: pmccuen@cya.ca.gov</p> |
| <p>c. Fred C. Nelles School
11850 E. Whittier Blvd.
Whittier, California 90601
Attention: Ramona Contreras
Business Services, Officer
Telephone: (562) 698-6781 ext. 2107
Facsimile: (562) 696-6013</p> | <p>d. Southern Youth Correctional Reception Center
and Clinic
13200 S. Bloomfield Avenue
Norwalk, California 90650
Attention: Carol Caro
Assistant Specialist
Telephone: (562) 868-9979 ext. 2423
Facsimile: (562) 929-2629</p> |

3. TERM:

The term of the FY 2003-04 agreement is July 01, 2003 through June 30, 2004.

4. FINANCIAL INFORMATION:Fred C. Nelles Youth Correctional Facility

Inpatient Care per diem, 26 days @ \$1,825/day	\$ 47,450.00
Outpatient Care, 126 visits, @ \$538.00 visit	67,788.00
Custodial Charges for Sheriff, 26 days, @\$368.07/day	<u>9,569.82</u>
Total 2003-04	<u>\$124,807.82</u>

Herman G. Stark Youth Correctional Facility

Inpatient Care per diem, 13 days @ \$1,825.00	\$23,725.00
Outpatient Care, 39 visits, @ \$538.00 visit	20,982.00
Custodial Charges for Sheriff, 13 days, @\$368.07/day	<u>4,784.91</u>
Total 2003-04	<u>\$49,491.91</u>

Southern Youth Correctional Reception Center and Clinic

Inpatient Care per diem, 50 days @ \$1,825/day	\$ 91,250.00
Outpatient Care, 50 visits, @ \$538.00 visit	26,900.00
Custodial Charges for Sheriff, 50 days, @\$368.07/day	<u>18,403.50</u>
Total 2003-04	\$136,553.50

5. ACCOUNTABLE FOR MONITORING:

The Administrator of LAC+USC Medical Center is accountable for monitoring the program.

6. APPROVALS:

LAC+USC Medical Center: Pete Delgado, Chief Executive Officer

Contracts and Grants Division: Irene E.Riley, Director

County Counsel (as to form): Robert E. Ragland, Deputy County Counsel

BLET 05/10/04

ATTACHMENT B

**Los Angeles County Chief Administrative Office
Grant Management Statement for Grants Exceeding \$100,000**

Department: Health Services

Grant Project Title and Description

State of California, California Department of Youth Authority . Provision of inpatient/emergency hospital services and outpatient clinic visits at LAC+USC Medical Center to youth assigned to California Youth Authority facilities.

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
State of California	Agree: FCN3C 0004,03-04-14, SR3C0026	ASAP

Total Amount of Grant Funding:	S311,553.50	County Match Requirements	N/A
Grant Period:	FYs 2003-04	Begin Date:	July 1, 2003
		End Date:	June 30, 2004
Number of Personnel Hired Under this Grant:		Full Time	Part Time

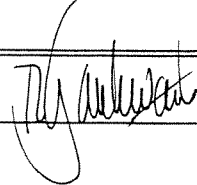
Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant funded program?	Yes	<u>X</u>	No	<u> </u>
Will all personnel hired for this program be placed on temporary ("N") items?	Yes	<u>X</u>	No	<u> </u>
Is the County obligated to continue this program after the grant expires	Yes	<u> </u>	No	<u>X</u>
If the County is not obligated to continue this program after the grant expires, the Department will:				
a). Absorb the program cost without reducing other services	Yes	<u> </u>	No	<u>X</u>
b). Identify other revenue sources	Yes	<u> </u>	No	<u>X</u>
(Describe)				
c). Eliminate or reduce, as appropriate, positions/program costs funded by this grant.	Yes	<u>X</u>	No	<u> </u>

Impact of additional personnel on existing space: N/A

Other requirements not mentioned above * amount of amendments include prior amounts.

Department Head Signature



Date 5/20/04

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 09/01)

EXHIBIT I

AGREEMENT NUMBER
FCN3C0004

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of the Youth Authority (CYA)

CONTRACTOR'S NAME

LAC/USC Medical Center-County of Los Angeles

2. The term of this Agreement is: July 1, 2003 through June 30, 2004

3. The maximum amount of this Agreement is: \$ 125,000.00
One hundred twenty-five thousand dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work

Exhibit B - Budget Detail and Payment Provisions

Exhibit C* - General Terms and Conditions:

Dated:

Exhibit D - Check one:

- ☐ Exhibit -D Special Terms and Conditions (Attached hereto as part of this agreement)
☐ Exhibit -D* Special Terms and Conditions*

Exhibit E -

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto:

These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

LAC/USC Medical Center-County of Los Angeles

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Thomas L. Garthwaite, MD., Director of Health Services

ADDRESS

313 N. Figueroa Street, 6th Floor East
Los Angeles CA 90012

STATE OF CALIFORNIA

AGENCY NAME

Department of the Youth Authority

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Ramona Contreras Business Service Officer I

ADDRESS

11850 East Whittier Boulevard
Whittier CA 90601

California Department of General
Services Use Only

☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

1. Contractor agrees to provide to Department of the Youth Authority (CYA) services as described herein:
LAC/USC Medical Center-County of Los Angeles is to provide medical treatment, examine, diagnose and treat ward patients, provide surgical and diagnostic and provide necessary related medical services for wards of the Department of the Youth Authority assigned to Fred C. Nelles Youth Correctional Facility as may be requested by an authorized representative of the Youth Authority
2. The services shall be performed at:
Los Angeles County + University of Southern California
1200 N. State Street
Los Angeles, CA 90033
3. The services shall be provided during
July 1, 2003 to June 30, 2004, providing that either party hereto may terminate the same at any time by giving written notice thirty (30) days prior to effective date of termination.

4. The project representatives during the term of this agreement will be:

State Agency:	Department of the Youth Authority	Contractor:	LAC/USC Medical Center-County of Los
Name:	Ramona Contreras or designee	Name:	Director of Health Services or designee
Phone:	562.698.6781.2108	Phone:	
Fax:	562.696.6013	Fax:	
Email:	rcontreras@cya.ca.gov	Email:	

Direct all inquiries to:

State Agency:	Department of the Youth Authority	Contractor:	LAC/USC Medical Center-County of Los
Section/Unit:	Dr. Wettimuny	Section/Unit:	Contracts & Grants
Attention:	Ramona Contreras or designee	Attention:	Judith Robb or designee
Address:	11850 East Whittier Boulevard	Address:	313 N. Figueroa Street, 6th Floor East
City, St., Zip:	Whittier CA 90601,	City, St., Zip:	Los Angeles CA 90012
Phone:	562.698.6781.2108	Phone:	213.240.7791
Fax:	562.696.6013	Fax:	
Email:	rcontreras@cya.ca.gov	Email:	

5. Detailed description of work to be performed and duties of all parties.

LAC/USC Medical Center-County of Los Angeles is to provide medical treatment, examine, diagnose and treat ward patients, provide surgical and diagnostic and provide necessary related medical services for wards of the Department of the Youth Authority assigned to Fred C. Nelles Youth Correctional Facility as may be requested by an authorized representative of the Youth Authority

EXHIBIT A

SCOPE OF WORK (cont'd.)

5. Detailed description of work to be performed and duties of all parties; continued.

These services shall be provided only when, and if, the FCNYCF staff is unable to provide the same services and only when requested by the Superintendent or his designee, and only when the Provider has the necessary capacity and staffing available. Such services to be performed at Contractor's facility and at rates not to exceed the Schedules of Maximum Allowance currently in effect and approved by the State Department of Health.

In the performance of this contract, Contractor shall work closely with Dr. Stalin Wettimuny, representative of State as designated by the Director.

This contract is of no effect unless and until approved by the Department of General Services or under its authority the Department of the Youth Authority.

It is understood that LAC/USC Medical Center-County of Los Angeles will be used as an alternative source in providing medical services to wards from Fred C. Nelles Youth Correctional Facility. LAC/USC Medical Center-County of Los Angeles will be used only in emergency situations to provide medical services to wards assigned to Fred C. Nelles Youth Correctional Facility.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

The State agrees to pay the Provider monthly for actual services rendered, in arrears, upon submission of invoices in triplicate in accordance with the contract. Invoices shall depict ward/patient's name, YA Number, ID code for each diagnosis for services rendered and include RVS code for all medical services provided, contract number and dates of services provided. Invoices to be mailed to Fred C. Nelles Youth Correctional Facility, 11850 E. Whittier Blvd., Whittier, CA 90601, Attn: Chief Medical Officer.

EXHIBIT B
California Youth Authority
Fred C. Nelles
Fiscal Year 2003/2004

Inpatient Care per diem	\$ 1,825.00 per day
Days	26
	<u>\$ 47,450.00</u>
Custodial Charge for L.A. County Sheriff	\$ 368.07 per day
Days	26
	<u>\$ 9,569.82</u>
Outpatient Clinic Visits	\$ 538.00 per visit
Visits	126
	<u>\$ 67,788.00</u>
Total 2003/2004 Funding	<u>\$ 124,807.82</u>

AGREEMENT NUMBER
03-04-14

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of the Youth Authority-Heman G. Stark Youth Correctional Facility

CONTRACTOR'S NAME

Co. of Los Angeles-USC Medical Center (LAC-USC)

2. The term of this Agreement is: July 1, 2003 through June 30, 2004

3. The maximum amount of this Agreement is: \$50,000.00
Fifty Thousand Dollars:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work

1 page

Exhibit B - Budget Detail and Payment Provisions

3 pages

Schedule of Charges (Page 2 of 3)
Billing Requirements (Page 3 of 3)

Exhibit C* - General Terms and Conditions:*

GTC 103

Dated: 1/1/2003

Exhibit D - Check one:

- ☐ Exhibit -D Special Terms and Conditions (Attached hereto as part of this agreement)
☐ Exhibit -D* Special Terms and Conditions*

Exhibit E -

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto:
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

California Department of General
Services Use Only

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Co. of Los Angeles-USC Medical Center (LAC-USC)

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

6th Floor East, 313 North Figeroa St
Los Angeles CA 90012

STATE OF CALIFORNIA

AGENCY NAME

Department of the Youth Authority-Heman G. Stark Youth Correctional

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Patricia McCuen Business Service Officer II Supervisor

ADDRESS

15180 Euclid Avenue
Chino, CA 91710

☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

- Contractor agrees to provide to Department of the Youth Authority-Herman G. Stark Youth Correctional Facility services as described herein:

medical treatment, surgical and diagnostic services for wards as may be requested by an authorized representative of the Youth Authority.

- The services shall be performed at:
County of Los Angeles-USC Medical Center
313 N. Figueroa Street, 6th Floor East
Los Angeles, CA 90012
- The services shall be provided during
as required or deemed necessary for ward patients

- The project representatives during the term of this agreement will be:

State Agency: Department of the Youth	Contractor: Co. of Los Angeles-USC Medical
Name: Dr. Carl Ziesmer-Chief or designee	Name: or designee
Phone: 909.606.5092	Phone:
Fax: 909.606.5044	Fax:
Email:	Email:

Direct all inquiries to:

State Agency: Department of the Youth	Contractor: Co. of Los Angeles-USC Medical
Section/Unit: Herman G. Stark YTS	Section/Unit:
Attention: Starr Chaseley or designee	Attention: Judith Robb, Contract or designee
Address: 15180 Euclid Avenue	Address: 6th Floor East, 313 North Figueroa St
City, St., Zip: Chino CA, 91710	City, St., Zip: Los Angeles CA, 90012
Phone: 909.606.5043	Phone: (213) 240-7791
Fax: 909.606.5044	Fax:
Email:	Email:

- Detailed description of work to be performed and duties of all parties.

Contractor shall provide service to include but not be limited to the following: Examine, diagnose and treat ward patients and provide related medical services. Custodial services will be provided by Los Angeles County Sheriff's Department while ward patient is hospitalized at LAC/USC Medical Center Jail Watd. In the event the Jail Ward is at capacity, security will be provided by HGSYCF staff. The County of Los Angeles Sheriff's Department will invoice separately and independent of this agreement.

SCHEDULE OF CHARGES

California Youth Authority
Heman G. Stark Youth Correctional Facility
Fiscal Year 2003/2004

Inpatient Care per diem	\$ 1,825.00 per day
Days	<u>13</u>
	<u>\$ 23,725.00</u>
Custodial Charge for L.A. County Sheriff	\$ 368.07 per day
Days	<u>13</u>
	<u>\$ 4,784.91</u>
Outpatient Clinic Visits	\$ 538.00 per visit
Visits	<u>39</u>
	<u>\$ 20,982.00</u>
Total 2003/04 Funding	<u>\$ 49,491.91</u>

BILLING REQUIREMENTS

The following requirements must be included, if applicable to services performed, in all invoices sent for reimbursement.

A Current Procedural Technology Code (CPT) must be listed for each procedure rendered. The CYA uses the CPT Codes and relative value units of the Workers' Compensation Medical Fee Schedule as the maximum allowable reimbursement. Invoices submitted using MEDICARE reimbursement scales shall show the CPT Code and Group number.

An internal Classification of Diseases Code (ninth revision, ICD IX) is necessary for each diagnosis.

For dental, an American Dental Association (ADA) Code is needed for each dental procedure performed.

A Diagnostic Statistical Manual IV (DSM IV) Code is required for all psychiatric diagnoses.

No submission of an invoice will be accepted until a legibly written document describing the respective service(s) is submitted.

AGREEMENT NUMBER
SR3C0026

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of the Youth Authority (CYA)

CONTRACTOR'S NAME

LAC-USC Medical Ctr Co. of Los Angeles

2. The term of this Agreement is: July 1, 2003 through June 30, 2004

3. The maximum amount of this Agreement is: \$ 136,553.50
One Hundred Thirty Six Thousand Five Hundred Fifty Three Dollars and Fifty Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A - Scope of Work

1 page

Exhibit B - Budget Detail and Payment Provisions
Schedule of Charges (Page 2 of 3)
Billing Requirements (Page 3 of 3)

3 pages

Exhibit C* - General Terms and Conditions:

GTC 304

Dated:

Exhibit D - Check one:

- ☐ Exhibit -D Special Terms and Conditions (Attached hereto as part of this agreement)
☐ Exhibit -D* Special Terms and Conditions*

Exhibit E -

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto:
These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

LAC-USC Medical Ctr Co. of Los Angeles

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Thomas L. Garthwaite, MD

ADDRESS

313 North Figueroa Street, 6th Floor East
Los Angeles, CA 90012

STATE OF CALIFORNIA

AGENCY NAME

Department of the Youth Authority

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Liam Cowan, Business Program Administrator

ADDRESS

13200 S. Bloomfield Avenue
Norwalk, CA 90650

California Department of General
Services Use Only

☐ Exempt per:

EXHIBIT A

SCOPE OF WORK

1. The Contractor agrees to provide Southern Youth Correctional Reception Center and Clinic services as described herein:
Medical treatment, surgical and diagnostic services as an in-patient, out-patient or clinical visits for wards as may be requested by the Superintendent or his/her designee authorized by representative of the Southern Youth Correctional Reception Center and Clinic, Department of Youth Authority.
2. The services shall be performed at:
USC-LAC Medical Center County of Los Angeles
313 N. Figueroa Street
Los Angeles, CA 90012
3. The services shall be provided during
as required or deemed necessary for ward patients.
4. The project representatives during the term of this agreement will be:

State Agency:	Department of the Youth Authority	Contractor:	LAC-USC Medical Ctr Co. of Los Angeles
Name:	So. Youth Correctional Reception Center or designee	Name:	Fran Nakata
Phone:	562.868.9979.2412	Phone:	323.226.6462
Fax:	562.929.2666	Fax:	323.226.2446
Email:	ccaro@cya.ca.gov	Email:	

Direct all inquiries to:

State Agency	Department of the Youth Authority	Contractor:	LAC-USC Medical Ctr Co. of Los Angeles
Section/Unit:	So. Youth Correctional Reception Center	Section/Unit:	LAC-USC Medical Ctr Co. of Los Angeles
Attention:	Carol Caro or designee	Attention:	Judith Robb/Fran Nakata or designee
Address:	13200 S. Bloomfield Avenue	Address:	313 North Figueroa Street, 6th Floor East
City, St., Zip:	Norwalk CA 90650	City, St., Zip:	Los Angeles CA90012
Phone:	562.698.6871	Phone:	213.240.7791
Fax:	562.929.2666	Fax:	213.250.2958

5. Detailed description of work to be performed and duties of all parties

Contractor shall provide service to include but not be limited to the following: Examine, diagnose and treat ward patients and provide related medical services. Custodial services will be provided by the *Los Angeles County Sheriff's Department* while ward patient is hospitalized at LAC-USC Medical Center Jail Ward. In the event the Jail Ward is at capacity, security will be provided by SYCRCC staff. The County of Los Angeles Sheriff's Department will invoice separately and independent of this agreement.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval an itemized invoice, the State agrees to compensate the Contractor on a monthly basis for actual expenditures incurred during the term of this Agreement. Total amount of this Agreement shall not exceed \$136,553.50 (OneHundred Thrity Six Thousand Five Hundred Fifty Three Dollars and Fifty Cents). Cost is based on the rates as listed in Exhibit B page 3, which is attached hereto and made a part of this agreement. All cost associated with performance of this Agreement shall be included in this amount. No other costs shall be reimbursed.

B. The invoice shall include the Agreement Number and shall be submitted in triplicate on a monthly basis, upon satisfactory completion of service for this agreement to:

Southern Youth Correctional
Reception Center and Clinic
Attn: Account Dept.
13200 S. Bloomfield Avenue
Norwalk, CA 90650

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT B

Schedule of Charges for
Youth Authority Patients Assigned to
Southern Youth Correctional Reception Center and Clinic for FY 2003-2004

INPATIENT CARES PER DIEM (50) \$1,825.00.00 PER DAY

TOTAL \$91,250.00

(not to exceed 50 days)

OUTPATIENT CLINIC VISITS \$538.00 PER VISIT

TOTAL \$26,900.00

(not to exceed 50 days)

CUSTODIAL CHARGE FOR L.A. COUNTY SHERIFF \$368.07 PER DAY

TOTAL \$18,403.50

(not to exceed 50 days)

TOTAL \$136,553.50

Exhibit B

BILLING REQUIREMENTS

The following requirements must be included, if applicable to services performed, in all invoices sent for reimbursement.

A Current Procedural Terminology Code (CPT) must be listed for each procedure rendered. The CYA uses the CPT Codes and relative value units of the Worker's Compensation Medical Fee Schedule as the maximum allowable reimbursement. Invoices submitted using MEDICARE reimbursement scales shall show the CPT Code and Group number.

An internal Classification of Diseases Code (ninth revision, ICD IX) is necessary for each diagnosis.

For dental, An American Dental Association (ADA) Code is needed for each dental procedure performed.

A Diagnostic Statistical Manual IV (DSM IV) code is required for each Psychiatric diagnosis.

All invoices for health services shall be on HCFA form 1500.

No submission of an invoice shall be accepted until a legibly written document describing the respective services(s) is submitted.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. UNION ACTIVITIES For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

b) No state funds received under this agreement will be used to assist, promote or deter union organizing.

c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.